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CONFORM AND RETURN

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Attorneys for Plaintiff Catco, Inc.

FILED
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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

CATCO, INC., a California corporation,

Plaintiff,

vs.

SHUFFLE TECH INTERNATIONAL,
LLC, an Illinois limited liability
company,

Defendant.

CASE NO. **CV11-07208** MMM(RZX)

COMPLAINT FOR:

1. DECLARATORY
JUDGMENT RE: NO
CONTRACT;
2. UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

Plaintiff Catco, Inc. (hereinafter "Plaintiff Catco") hereby alleges
against Defendant Shuffle Tech International, LLC (hereinafter "Defendant Shuffle
Tech") as follows:

JURISDICTION AND VENUE

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3 1. The Court has subject matter jurisdiction over this civil action, which seeks a
4 declaratory judgment that there is not a binding contract between Plaintiff Catco
5 and Defendant Shuffle Tech and damages for unjust enrichment, pursuant to 28
6 U.S.C. §§ 1332, 2201 *et seq.*, and 1367. There is diversity of citizenship as
7 Plaintiff Catco is a corporation organized and existing under the laws of the State
8 of California, with its principal place of business located at 22254 Mayall Street,
9 Chatsworth, California 91311; Plaintiff Catco is informed and believes, and on that
10 basis alleges, that Defendant Shuffle Tech is a limited liability company organized
11 and existing under the laws of the State of Illinois, Rick Shultz, a member of
12 Defendant Shuffle Tech is a citizen of the United States and domiciled in Illinois,
13 all of the remaining members of Defendant Shuffle Tech are citizens of the United
14 States and are domiciled in states other than California, and Defendant Shuffle
15 Tech has its principal place of business located at 1440 North Kingsbury, Chicago,
16 Illinois 60642. The amount in controversy exceeds seventy-five thousand
17 (\$75,000) dollar, exclusive of interest and costs, as the agreement being negotiated
18 between Plaintiff Catco and Defendant Shuffle Tech that is the subject of the
19 declaratory judgment claim set forth herein, involved advanced payments,
20 royalties, and other compensation in excess of seventy-five thousand (\$75,000)
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1 dollars and the unjust enrichment claim set forth herein involves allegations that
2 Defendant Shuffle Tech has been unjustly enriched in an amount of at least eighty
3 thousand (\$80,000) dollars. There is a justiciable and actual controversy between
4 the parties with respect to whether there is a binding contract between the parties
5 or merely documents outlining proposed terms for an agreement that was being
6 negotiated. Plaintiff Catco denies that there is a binding contract between the
7 parties obligating performance and Defendant Shuffle Tech has stated that it
8 believes there is a binding agreement between the parties and has demanded
9 performance by Plaintiff Catco.
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14 2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a)
15 because a substantial part of the events or omissions giving rise to the claims
16 occurred within this judicial district and because Defendant Shuffle Tech is subject
17 to the personal jurisdiction of the Court in this judicial district.
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20 3. This Court has personal jurisdiction over Defendant Shuffle Tech because
21 Defendant Shuffle Tech, at all relevant times herein, was and is doing business in
22 the State of California and this judicial district, including, but not limited to,
23 attending meetings with Plaintiff Catco to negotiate the proposed contract that is
24 the subject of this Complaint, in the State of California and this judicial district;
25 regularly and systematically conducts or solicits business and/or derives substantial
26 revenue from international, inter-state, and intra-state commerce, including
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1 specifically from commerce conducted within and with the State of California and
2 this judicial district, in the State of California, within this judicial district; and/or
3 reasonably expected its acts to have consequences within the State of California.
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5 **THE PARTIES**

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7 4. Plaintiff Catco is a California corporation organized and existing under the
8 laws of the State of California, with its principal place of business located at 22254
9 Mayall Street, Chatsworth, California 91311. Plaintiff Catco is engaged in the
10 business in manufacturing and selling playing cards, including to companies in the
11 United States, including to companies within this judicial district.
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14 5. Plaintiff Catco is informed and believes, and on that basis alleges, that
15 Defendant Shuffle Tech is a limited liability company organized and existing under
16 the laws of the State of Illinois, with its principal place of business located at 1440
17 North Kingsbury, Chicago, Illinois 60642. Plaintiff Catco is informed and
18 believes, and on that basis alleges, that Defendant Shuffle Tech is engaged in the
19 business of designing, manufacturing, and/or selling shuffler machines for playing
20 cards, and other products and accessories for playing cards, including within the
21 United States, including within this judicial district.
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25 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

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27 6. At least as early as April 2011, Plaintiff Catco and Defendant Shuffle
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1 Tech began negotiating with each other to enter into a development and license
2 agreement whereby, in relevant part, Defendant Shuffle Tech would license certain
3 patents and other related technology for playing card shuffler machines to Plaintiff
4 Catco, and Plaintiff Catco would provide development and other money to
5 Defendant Shuffle Tech related to the technology that would be the subject of the
6 proposed agreement.
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10 7. Negotiations between Plaintiff Catco and Defendant Shuffle Tech for the
11 proposed development and licensing agreement involved telephone conversations
12 and written correspondence between Plaintiff Catco and Defendant Shuffle Tech,
13 including, but not limited to, a letter dated May 15, 2011, sent by Rick Shultz, the
14 Manager/CEO of Defendant Shuffle Tech to Chris Anderson and Chazz Anderson,
15 officers of Plaintiff Catco, proposing certain terms to the deal being negotiated
16 (hereinafter, "May 15 Letter of Proposed Terms").
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20 8. The May 15 Letter of Proposed Terms clearly indicates on its face that it is
21 merely an outline of proposed terms that Plaintiff Catco and Defendant Shuffle
22 Tech were in the midst of negotiating and attempting to work out into an
23 agreement. For example, but without limitation, the May 15 Letter of Proposed
24 Terms states, (a) "Thank you for your letter of April 19 outlining your proposed
25 offer for cash needed for development and for the proposed licensing terms and
26 royalties. We have reviewed this carefully, and would like to propose the
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1 following terms. Following are proposed terms”, and (b) “We look forward
2 to the opportunity to work with you to move this project forward”. Defendant
3 Shuffle Tech’s own language indicates that the May 15 Letter of Proposed Terms
4 was one of several documents containing proposed terms being negotiated.
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7 9. Further indicating that the May 15 Letter of Proposed Terms is merely
8 correspondence containing proposed terms is that the proposed terms outlined
9 therein are vague, indefinite, uncertain, incomplete, and not mutually agreed-upon
10 by both Defendant Shuffle Tech and Plaintiff Catco, indicating that the parties
11 were still in the midst of negotiating the proposed terms. For example, but without
12 limitation, the May 15 Letter of Proposed Terms states, “The license *will be* for an
13 initial term of 5 years” (emphasis added), and in regards to
14 insurance/indemnity, “[We are assuming that the entire premium is payable in
15 advance]”. The May 15 Letter of Proposed Terms also acknowledges that
16 Defendant Shuffle Tech has an agreement with a third party, Wolff Gaming, Inc.
17 (hereinafter “Wolff”), acknowledges the possibility of legal action between
18 Defendant Shuffle Tech and Wolff, and proposes terms for its deal with Plaintiff
19 Catco that takes into account the situation with Wolff.
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25 10. The May 15 Letter of Proposed Terms was never signed by Plaintiff Catco,
26 further indicating that this letter is merely an outline of proposed terms being
27 negotiated.
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1 11. The May 15 Letter of Proposed Terms also acknowledges that Shuffle Tech
2 needed an infusion of money in order to maintain its operations; pay legal fees,
3 salaries, and suppliers; and continue developing the technology that was to be the
4 subject of a the deal between Plaintiff Catco and Defendant Shuffle Tech, and
5 proposes terms whereby Plaintiff Catco would provide development money to
6 Defendant Shuffle Tech.
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10 12. Accordingly, with the expectation that an agreement would be reached with
11 Defendant Shuffle Tech, Plaintiff Catco advanced Defendant Shuffle Tech eighty
12 thousand (\$80,000) dollars on or about May 24, 2011.
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14 13. After Defendant Shuffle Tech sent The May 15 Letter of Proposed
15 Terms to Plaintiff Catco and after Plaintiff Catco gave the eighty thousand
16 (\$80,000) dollars of development money to Defendant Shuffle Tech, the parties
17 continued to negotiate the terms of the deal, including by email, telephone, and at a
18 face-to-face meeting on or around July 25, 2011, in Chatsworth, California,
19 between Chris Anderson of Plaintiff Catco, and Rick Shultz, the Manager/CEO of
20 Defendant Shuffle Tech, and counsel for the parties. During this meeting the
21 parties negotiated numerous terms of the proposed agreement. Also during this
22 meeting, Defendant Shuffle Tech, for the first time, showed Plaintiff Catco the
23 front page of a prior written agreement between Defendant Shuffle Tech and Wolff
24 for the same technology that was the subject of the agreement being negotiated
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1 between Plaintiff Catco and Defendant Shuffle Tech (hereinafter "Wolff
2 Agreement"). Prior to seeing the front page of the Wolff Agreement, including at
3 the time that Plaintiff Catco advanced the eighty thousand (\$80,000) dollars to
4 Defendant Shuffle Tech, Plaintiff Catco was not fully aware of the nature of
5 Defendant Shuffle Tech's prior agreement and situation with Wolff, and not fully
6 knowing the extent to which the Wolff situation would prevent Plaintiff Catco
7 from proceeding with a deal with Defendant Shuffle Tech.
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11 14. Because the Wolff Agreement would potentially prevent, for various
12 reasons, Plaintiff Catco from entering into a development and licensing deal with
13 Defendant Shuffle Tech, Plaintiff Catco, at the meeting, asked to see the entire
14 Wolff Agreement to evaluate and determine whether it could proceed with a
15 development and licensing deal with Defendant Shuffle Tech. Defendant Shuffle
16 Tech refused to show the entire Wolff Agreement to Plaintiff Catco. The parties
17 left the meeting without having reached an agreement.
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21 15. Later that same night as the July 25, 2011, meeting, Rich Shultz of
22 Defendant Shuffle Tech called Chris Anderson of Plaintiff Catco and for the first
23 time informed Plaintiff Catco that the Wolff Agreement would be an impediment
24 to its entering deal with Plaintiff Catco and stating that the situation with Wolff
25 would have to be resolved before Defendant Shuffle Tech could make a deal with
26 Plaintiff Catco.
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1 16. Thereafter, on August 18, 2011, Chris Anderson of Plaintiff Catco sent an
2 email to Rick Shultz of Defendant Shuffle Tech, indicating that in order for the
3 parties to move forward with even negotiating a deal, Plaintiff Catco would
4 require, among other things, that Defendant Shuffle Tech show the entire Wolff
5 Agreement to the lawyers for Plaintiff Catco, and that Defendant Shuffle Tech give
6 Plaintiff Catco a security interest in the patents and related technology that was to
7 be the subject of the parties' deal.
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11 17. In response thereto, on August 18, 2011, Rich Shultz of Defendant Shuffle
12 Tech sent Chris Anderson of Plaintiff Catco an email characterizing the May 15
13 Letter of Proposed Terms as the "May 15 Agreement"; stating that it expected
14 Plaintiff Catco to perform pursuant to the May 15 Letter of Proposed Terms;
15 stating that Defendant Shuffle Tech would not grant a security interest in the
16 patents and related technology to Plaintiff Catco; stating that it would take steps to
17 obtain a release from Wolff, but acknowledging that it is unlikely to obtain a
18 mutually agreed-upon release from Wolff; acknowledging that the situation with
19 Wolff would most likely not be resolved without a lawsuit; stating that Defendant
20 Shuffle Tech would likely have to proceed with legal action against Wolff in
21 Illinois; and stating that it would not provide the Wolff Agreement to Plaintiff
22 Catco's lawyers.
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28 18. On August 29, 2011, Chris Anderson of Plaintiff Catco and Rick Shultz of

1 Defendant Shuffle Tech had further discussions over the telephone in furtherance
2 of negotiating to reach a final agreement. During this telephone discussion, Chris
3 Anderson told Rick Shultz that in order to continue negotiating to reach an
4 agreement, Plaintiff Catco would require that Defendant Shuffle Tech provide
5 Catco with a copy of the Wolff Agreement and a personal guarantee for the eighty
6 thousand (\$80,000) in development money that Plaintiff Catco advanced Shuffle
7 Tech.
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11 19. On August 30, 2011, Rich Shultz sent Chris Anderson an email (hereinafter
12 the "August 30 Email") with an attached letter (hereinafter the "August 30
13 Letter"), (hereinafter collectively "August 30 Correspondence"), in both of which
14 he characterizes the May 15 Letter of Proposed Terms as a binding agreement and
15 states that he is providing an outline of modifications that he states he and Chris
16 Anderson agreed to. Attached to the August 30 Email are copies of the purported
17 Wolff Agreement documents, as well as another draft agreement between
18 Defendant Shuffle Tech, Wolff, and a Canadian company, DEQ System Corp., for
19 the same technology that was to be the subject of the agreement being negotiated
20 between Plaintiff Catco and Defendant Shuffle Tech. In the August 30 Email,
21 Rich Shultz states that he will have a personal guarantee document prepared later
22 that day. In the August 30 Letter, Rich Shultz states, "Following our discussion
23 yesterday, this is to confirm that we have mutually agreed to modify two parts of
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1 our May 15, 2011 Letter of Agreement, but otherwise we are moving forward
2 based on the terms of that Agreement.” The August 30 Letter contains proposed
3 modified terms and acknowledges that there are further terms that will need to be
4 further discussed and modified; for example, in the August 30 Letter, Rick Shultz
5 states, “With respect to the advance on royalties, we need to discuss a modification
6 to the schedule” The August 30 Letter also states that Defendant Shuffle
7 Tech will likely proceed with legal action against Wolff for a declaratory judgment
8 regarding its development and distribution deal with Wolff, thus acknowledging
9 the possibility that the Wolff situation still poses a possible impediment to
10 Defendant Shuffle Tech and Plaintiff Catco entering into a binding agreement.
11 The August 30 Correspondence is not signed by Plaintiff Catco.
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17 20. Neither Chris Anderson, nor anyone else from Plaintiff Catco, responded to
18 Rich Shultz’s August 30 Correspondence confirming, or further discussing or
19 negotiating, the proposals contained therein. Plaintiff Catco disputes that Plaintiff
20 Catco and Defendant Shuffle Tech have reached and/or entered into a binding
21 agreement.
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24 **COUNT I**
25 **(Declaratory Judgment Re: No Contract)**
26 **(Against Defendant Shuffle Tech)**

27 21. Plaintiff Catco re-alleges and incorporates herein by reference paragraphs
28 1 through 20, inclusive, of this Complaint, as though fully set forth herein.

1 22. Plaintiff Catco seeks a declaration that there is no binding contract between
2 Plaintiff Catco and Defendant Shuffle Tech, and specifically that the May 15 Letter
3 of Proposed Terms and/or August 30 Correspondence is not a binding contract.
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5 23. The May 15 Letter of Proposed Terms clearly indicates on its face that it is
6 merely an outline of proposed terms that Plaintiff Catco and Defendant Shuffle
7 Tech were in the midst of negotiating and attempting to work out into an
8 agreement; the proposed terms contained in the May 15 Letter of Proposed Terms
9 are vague, indefinite, uncertain, incomplete, and not mutually agreed-upon by both
10 Defendant Shuffle Tech and Plaintiff Catco; the May 15 Letter of Proposed Terms
11 is not signed by Plaintiff Catco; and there has not been substantial performance by
12 Plaintiff Catco and/or Defendant Shuffle Tech pursuant to the May 15 Letter of
13 Proposed Terms.
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18 24. The August 30 Correspondence merely contains proposed modified terms,
19 which are vague, indefinite, uncertain, incomplete, and not mutually-agreed upon;
20 acknowledges that further discussion and modification is needed as to key terms,
21 such as royalty schedule; and is not signed by Plaintiff Catco. Further, there has
22 not been substantial performance by Plaintiff Catco and/or Defendant Shuffle Tech
23 pursuant to the May 15 Letter of Proposed Terms or August 30 Correspondence.
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27 25. Plaintiff Catco denies that there is a binding contract between Plaintiff
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1 Catco and Defendant Shuffle Tech, and specifically denies that the May 15 Letter
2 of Proposed Terms and/or August 30 Correspondence is a binding contract, and
3 further denies that Plaintiff Catco is required to perform pursuant to the May 15
4 Letter of Proposed Terms and/or August 30 Correspondence. Defendant Shuffle
5 Tech has characterized the May 15 Letter of Proposed Terms and/or August 30
6 Correspondence as an “agreement” and has stated to Plaintiff Catco that it expects
7 Plaintiff to perform pursuant to the May 15 Letter of Proposed Terms and/or
8 August 30 Correspondence.
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12 26. An actual controversy exists between Plaintiff Catco and Defendant
13 Shuffle Tech as to whether the May 15 Letter of Proposed Terms and/or August 30
14 Correspondence is a binding contract requiring performance.
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17 **COUNT II**
18 **(Unjust Enrichment)**
19 **(Against Defendant Shuffle Tech)**

20 27. Plaintiff Catco re-alleges and incorporates herein by reference paragraphs 1
21 through 26, inclusive, of this Complaint, as though fully set forth herein.
22

23 28. As a direct and proximate result of the conduct alleged herein, specifically
24 Defendant Shuffle Tech’s retention of the eighty thousand (\$80,000) dollars in
25 development money paid by Plaintiff Catco’s to Defendant Shuffle Tech in
26 expectation that Plaintiff Catco and Defendant Shuffle Tech would reach an
27 agreement on the deal they were in the process of negotiating and enter into a
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1 signed, binding contract thereon, and the resultant failure of the parties to enter into
2 a signed, binding contract, Defendant Shuffle Tech has been conferred, unjustly
3 and unreasonably, a benefit and has been unjustly enriched at the expense and to
4 the detriment of Plaintiff Catco.
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7 29. The impediment to Plaintiff Catco and Defendant Shuffle Tech continuing
8 to negotiate their proposed agreement is solely the fault of Defendant Shuffle Tech.
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10 30. By reason of this unjust enrichment to Defendant Shuffle Tech, to the
11 detriment of Plaintiff Catco, Plaintiff Catco is entitled to recover the benefit
12 unjustly conferred on Defendant Shuffle Tech as described herein, in an amount
13 not less than eighty thousand (\$80,000) dollars, exclusive of costs and interest.
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17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff Catco prays for relief as follows:

19 A. For entry of a judgment declaring that the May 15 Letter of
20 Proposed Terms and/or August 30 Correspondence is not a binding contract;
21

22 B. For entry of a judgment declaring that Plaintiff Catco is not
23 obligated to perform under the May 15 Letter of Proposed Terms, the August 30
24 Correspondence, or any other document.
25

26 C. For an award of damages in the amount that Defendant Shuffle
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1 Tech has been unjustly enriched, said amount to be proven at trial, but in no event
2 less than eighty thousand (\$80,000) dollars;
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4 D. For an award of Plaintiff Catco's costs and expenses, including,
5 attorneys' fees, incurred in prosecuting this action, as permitted by applicable law;
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7 E. For pre-judgment interest as permitted by applicable law; and

8 F. For an order awarding Plaintiff Catco such other and further
9 relief as the Court may deem just and proper.
10

11
12 Respectfully submitted,

13
14 LEWIS ANTEN, A PROFESSIONAL
15 CORPORATION
16 

17 Dated: 8/31/11

18 LEWIS ANTEN
19 IVY CHODERKER
20 Attorneys for Plaintiff Catco, Inc.
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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

COPY

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) CATCO, INC.	DEFENDANTS SHUFFLE TECH INTERNATIONAL, LLC
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Lewis Anten, Esq., State Bar No. 56459 Tel.: (818) 501-3535 Ivy Choderker, Esq., State Bar No. 210612 LEWIS ANTEN, P.C., 16830 Ventura Boulevard, Encino, California 91436	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table border="1"><thead><tr><th></th><th>PTF</th><th>DEF</th><th></th><th>PTF</th><th>DEF</th></tr></thead><tbody><tr><td>Citizen of This State</td><td><input type="checkbox"/> 1</td><td><input type="checkbox"/> 1</td><td>Incorporated or Principal Place of Business in this State</td><td><input checked="" type="checkbox"/> 4</td><td><input type="checkbox"/> 4</td></tr><tr><td>Citizen of Another State</td><td><input type="checkbox"/> 2</td><td><input type="checkbox"/> 2</td><td>Incorporated and Principal Place of Business in Another State</td><td><input type="checkbox"/> 5</td><td><input checked="" type="checkbox"/> 5</td></tr><tr><td>Citizen or Subject of a Foreign Country</td><td><input type="checkbox"/> 3</td><td><input type="checkbox"/> 3</td><td>Foreign Nation</td><td><input type="checkbox"/> 6</td><td><input type="checkbox"/> 6</td></tr></tbody></table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: **JURY DEMAND:** ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ At least \$80,000 in damages, etc.

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
(1) Declaratory Judgment Re: No Contract; and (2) Unjust Enrichment (28 U.S.C. Sections 1332, 2201 et seq., and 1367)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV11-07208

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

#20
UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
	Illinois

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date 8/31/11

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended, plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Margaret M. Morrow and the assigned discovery Magistrate Judge is Ralph Zarefsky.

The case number on all documents filed with the Court should read as follows:

CV11- 7208 MMM (RZx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ORIGINAL

Name & Address:

Lewis Anten, Esq., State Bar No. 56459
 Ivy Choderker, Esq., State Bar No. 210612
 LEWIS ANTEN, A PROFESSIONAL CORP.
 16830 Ventura Boulevard, Suite 236
 Encino, California 91436

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

CATCO, INC., a California corporation,

CASE NUMBER

PLAINTIFF(S)

CV11-07208 MMM(R2x)

v.

SHUFFLE TECH INTERNATIONAL, LLC, an
 Illinois limited liability company,

SUMMONS

DEFENDANT(S).

TO: DEFENDANT(S): SHUFFLE TECH INTERNATIONAL, LLC

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Lewis Anten, whose address is LEWIS ANTEN, P.C., 16830 Ventura Boulevard, Suite 236, Encino, CA 91436. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

AUG 31 2011

Dated: _____

Clerk, U.S. District Court

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].